



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt resolution approving contract with Boom Boom Productions, of Hayfork, CA, for 2007 Fourth of July fireworks display and approve proposed venue location

**MEETING DATE:** April 4, 2007

**PREPARED BY:** Parks and Recreation Director

**RECOMMENDED ACTION:** Adopt a resolution approving the contract with Boom Boom Productions of Hayfork, CA for the Fourth of July fireworks display and approve the proposed venue location.

**BACKGROUND INFORMATION:** On March 6, 2007, staff presented several Fourth of July site location options to Council for consideration. The sites identified were: (1) Lodi Lake Park, (2) Salas Park and (3) Lodi Grape Bowl. Following a brief discussion, two sites (Salas Park and Lodi Grape Bowl) were eliminated.

The area traditionally used to launch shells on the west shore of Lodi Lake was also found to be unacceptable according to current fallout area standards and other public safety concerns, and was eliminated as well. Members of Council, however, expressed their desire to respect a long standing tradition of holding the event at the Lake, and asked staff to explore other Lodi Lake park locations from which to launch the fireworks display.

Members of staff, which included representatives from Police, Fire, Public Works and Parks & Recreation Departments, have thoroughly evaluated and compared three Lake launching site options: (1) Original (west shore) site, (2) North of lake location, and (3) Undeveloped 13 acre area west of the lake. With the exception of Site (1), which was previously discarded due to safety concerns and projected costs incurred, Options 2 & 3 both seemed to be suitable launching locations but each had its own set of pros and cons. Considering those (pros and cons) staff came to the conclusion that Option 3, undeveloped 13 acre site west of Lodi Lake, is the most workable solution to the fireworks clearance issue and offers numerous intrinsic advantages:

1. Allows good viewing while causing only a slight distance modification to the past launch site.
2. Impact and costs to the City would be the easiest to handle as this is primarily a fenced area.
3. The need for police/security personnel would require the lowest number at this site compared to other options.
4. Impact to the Streets Department should be reduced as street closures, pertaining to only the fireworks event, would not be required.
5. Closing and monitoring the river would not be necessary.
6. Offers the most workable option and accommodates the long-standing tradition of having fireworks at Lodi Lake.
7. Site should work for numerous years with possible re-evaluation occurring upon development of the 13 acres.

For the reasons and advantages stated heretofore, staff strongly recommends Option 3 as the 2007 Fourth of July fireworks launching site.

In addition to the above, another use affecting a specific portion (north side) of Lodi Lake on the Fourth of July has been proposed and is currently being considered. Representatives of the Lodi Rotary Club and World of Wonders Science Museum ("WOW") have tendered a rental reservation for a major portion of the Lake's north side. The

APPROVED:   
Blair King, City Manager

area being considered would include the Rotary/RV, Parson's Point, and Ron Williamson Youth areas. Proponents of what is being referred to as a "Family Friendly" event are planning activities that would include a children's play area, sack races, pie eating contests, etc. – almost a throwback to the old Field and Fair Day era, but in much smaller scale and certainly not to the magnitude of past Ooh Ahh festivals. The inherent theme of the day's activities would focus on "reviving the sense of patriotism". The day may be concluded with a flag waving ceremony assisted by members of Century Assembly Church.

To accommodate this event, staff recommends gating a portion of the Lake's north side and securing it. Gating and security will both need to be provided by promoters of the event. Admission will be charged for public entry to the specific area, not for the fireworks, with the proceeds going to Lodi Rotary Club and WOW. Lodi Rotary has traditionally given money raised through fundraisers back to the community in the form of scholarships and community projects. WOW will use the proceeds to help fund its ongoing efforts to build a science museum for children, to be located in the downtown Lodi parking structure.

Anticipating that the aforementioned activities might attract relatively large crowds throughout the holiday day, staff strongly encourages Council to consider the following set of conditions. These conditions, however, do not come without costs to the City.

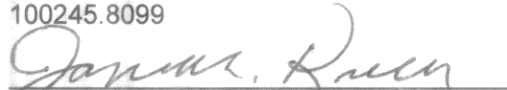
1. To assist the Lodi Police Department in dealing with possible crowd control issues and public safety concerns, temporary fencing should be installed. Linear footage fenced would be similar to that placed for past Ohh Ahh festivals.
2. Admission will be free at the entry gate to Lodi Lake Park. This will allow the public to use the park as it's normally used on any other day or holiday. Those wishing to support the WOW/Rotary fundraising event can make a donation at the entrance to their event. The Parks and Recreation Department will recover its costs from the swimming/beach areas and boat rentals.
3. Cadets, under the supervision of a uniformed officer, will be assigned to control gate entrances. Assigning an officer to supervise the Cadets at the gate should be less costly than the deployment of more officers needed to patrol an unfenced and uncontrolled event.
4. No bottles, cans or BBQs will be allowed in the park. Ice chests will be subject to search for bottles and cans. And, signs must be posted.
5. All persons will be checked with a weapon detection wand for weapons upon entry to the park. This is common practice today at most large events (e.g. Arco Arena) for all functions.
6. Additional Port-o-Pots and waste bins will have to be rented to accommodate the crowd.
7. Parks and Recreation staff will assist throughout the day and evening.


**FISCAL IMPACT:**

Participating City departments would be absorbing event related costs from within their respective budgets with the exception of costs related to temporary fencing, port-o-pots and waste bins. These costs are still being determined at this writing.

**FUNDING AVAILABLE:**

\$18,048.00 (Cost of Fireworks Display) and those related to temporary fencing, port-o-pots and waste bins (TBD) charged to City's Special Events Account  
100245.8099

bu   
Kirk Evans, Budget Manager

  
Tony C. Goehring  
Parks and Recreation Director

RESOLUTION NO. 2007-66

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
CONTRACT WITH PYRO SPECTACULARS, INC. FOR 2007  
FOURTH OF JULY FIREWORKS DISPLAY, AUTHORIZING  
THE CITY MANAGER TO EXECUTE CONTRACT ON BEHALF  
OF THE CITY OF LODI, AND FURTHER APPROVING  
PROPOSED VENUE LOCATION

---

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a contract with Pyro Spectaculars, Inc., for the 2007 Fourth of July fireworks display; and

BE IT RESOLVED that the term of the contract shall be for one show, "Program B," performed on July 4, 2007, in the amount of \$22,000; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the contract on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby approves the proposed venue location of the undeveloped 13-acre area west of Lodi Lake.

Dated: April 4, 2007

---

I hereby certify that Resolution No. 2007-66 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 4, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, Mounce,  
and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

K-3

**PYRO SPECTACULARS, INC.**  
**Display Agreement**

1) THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between PYRO SPECTACULARS, INC., a California corporation hereinafter referred to as "PYRO" and \_\_\_\_\_  
City of Lodi hereinafter referred to as "PURCHASER."

2) PYRO agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 fireworks display as per Program A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display.

The said display is scheduled to be performed on July 4, 2007 at \_\_\_\_\_  
Lodi Lake Levee; Lodi, CA

3) PURCHASER, at its own expense, agrees to provide to PYRO:

A) A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and fallout zone reasonably acceptable to PYRO in which the fireworks and firework debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by PYRO into the DISPLAY SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by PYRO, at all times, to the DISPLAY SITE to set up the display. If PURCHASER fails to fully comply with requirements A, B, C and/or D set forth above, PYRO shall have no obligation to perform and PURCHASER agrees to pay to PYRO the entire contract price plus any additional expenses incurred because of said failure. If, in its sole discretion, PURCHASER designates an area for members of the public to view the Display ("Spectator Area") and/or an area for vehicular parking ("Parking Area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) have sole responsibility for ensuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that PYRO, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to ensure: I) That any Spectator or Parking Areas are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live firework debris originating from the program.

4) PURCHASER shall pay to PYRO the sum of EIGHTEEN THOUSAND Dollars (\$ 18,000.00 ). A deposit of \$ 9,000.00 and fire department fees approximated at \$ 225.00 must be paid by May 4, 2007. Full final payment is due the first regular business day after the date set for the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after ten days from the date of the display. PURCHASER, by signing this agreement, authorizes PYRO to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond PYRO's control, which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within PYRO's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond PYRO's control, including, without limitation, inclement weather, PYRO is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be cancelled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. PURCHASER further agrees to pay PYRO for any additional expenses made necessary by this postponement. If they are unable to agree on a new display date, PYRO shall be entitled to liquidated damages from PURCHASER as if PURCHASER had cancelled the display on the date set for the display, as provided in the following paragraph.

6) PURCHASER shall have the option to unilaterally cancel this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay to PYRO, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation three (3) or more days prior to the scheduled day of the display, 2) 50% if cancellation occurs within two (2) days of the actual date set for the display, 3) 75% if cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins, 4) 100% thereafter. If cancellation occurs prior to the date set for the display, PURCHASER agrees to pay PYRO in addition to the above percentages, the value associated with any specific custom work performed by PYRO or its agents including but not limited to music/narration tape production and/or sponsors logos.

(continued on reverse)

# PYRO SPECTACULARS, INC.

## Display Agreement

7) In the event PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if PURCHASER cancels the display.

8) PYRO reserves the ownership rights and trade names that are used in or are a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

9) PYRO agrees to furnish insurance coverage in connection with the Display only, for the following risks and amounts: bodily injury and property damage, including products liability FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of PYRO in performing the Display provided for in this Agreement. Such insurance afforded by PYRO shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold PYRO harmless from all claims and suits made against PYRO for bodily injury or property damage arising from A) and B) of this Paragraph.

10) If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

11) In the event PYRO breaches this agreement, or is otherwise negligent in performing the fireworks display provided for herein, PURCHASER shall, under no circumstances, be entitled to recover monetary damages from PYRO beyond the amount PURCHASER agreed to pay PYRO under this Agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from PYRO including, without limitation, for loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded to Paragraph 9 above.

12) It is agreed, nothing in this Agreement or in PYRO's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and PYRO. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

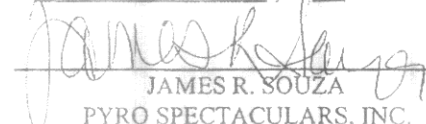
13) This Agreement shall be governed and interpreted under the laws of the State of California. It is further agreed that the courts of the State of California shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or performance of the display provided for herein. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action.

14) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P. O. Box 2329, Rialto, California 92377. PURCHASER - City of Lodi: 221 West Pine Street, Lodi, CA 95240 - July 4, 2007 - Program "A"

15) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

16) If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

 \_\_\_\_\_, Title PRESIDENT  
JAMES R. SOUZA  
PYRO SPECTACULARS, INC.

\_\_\_\_\_, Title \_\_\_\_\_  
PURCHASER

PRINT NAME

X \_\_\_\_\_ *Initial Here*

- Purchaser is responsible for payment of fire department permit and standby fees, if applicable.
- Purchaser to provide firing site, communication, and security.
- Price firm through May 4, 2007.
- Price includes full electronic firing.
- Subject to execution of term addendum. (3 year Agreement)

Show Producer: Steve Souza

**PYRO SPECTACULARS, INC.**  
**Display Agreement**

1) THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between PYRO SPECTACULARS, INC., a California corporation hereinafter referred to as "PYRO" and \_\_\_\_\_  
City of Lodi hereinafter referred to as "PURCHASER."

2) PYRO agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 fireworks display as per Program B, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display.

The said display is scheduled to be performed on July 4, 2007 at \_\_\_\_\_  
Lodi Lake Levee; Lodi, CA

3) PURCHASER, at its own expense, agrees to provide to PYRO:

A) A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and fallout zone reasonably acceptable to PYRO in which the fireworks and firework debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by PYRO into the DISPLAY SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by PYRO, at all times, to the DISPLAY SITE to set up the display. If PURCHASER fails to fully comply with requirements A, B, C and/or D set forth above, PYRO shall have no obligation to perform and PURCHASER agrees to pay to PYRO the entire contract price plus any additional expenses incurred because of said failure. If, in its sole discretion, PURCHASER designates an area for members of the public to view the Display ("Spectator Area") and/or an area for vehicular parking ("Parking Area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) have sole responsibility for ensuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that PYRO, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to ensure: I) That any Spectator or Parking Areas are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live firework debris originating from the program.

4) PURCHASER shall pay to PYRO the sum of TWENTY TWO THOUSAND----- Dollars (\$ 22,000.00 ). A deposit of \$ 11,000.00 and fire department fees approximated at \$ 225.00 must be paid by May 4, 2007. Full final payment is due the first regular business day after the date set for the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after ten days from the date of the display. PURCHASER, by signing this agreement, authorizes PYRO to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond PYRO's control, which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within PYRO's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond PYRO's control, including, without limitation, inclement weather, PYRO is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be cancelled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. PURCHASER further agrees to pay PYRO for any additional expenses made necessary by this postponement. If they are unable to agree on a new display date, PYRO shall be entitled to liquidated damages from PURCHASER as if PURCHASER had cancelled the display on the date set for the display, as provided in the following paragraph.

6) PURCHASER shall have the option to unilaterally cancel this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay to PYRO, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation three (3) or more days prior to the scheduled day of the display, 2) 50% if cancellation occurs within two (2) days of the actual date set for the display, 3) 75% if cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins, 4) 100% thereafter. If cancellation occurs prior to the date set for the display, PURCHASER agrees to pay PYRO in addition to the above percentages, the value associated with any specific custom work performed by PYRO or its agents including but not limited to music/narration tape production and/or sponsors logos.

(continued on reverse)



# PYRO SPECTACULARS, INC.

## Display Agreement

7) In the event PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if PURCHASER cancels the display.

8) PYRO reserves the ownership rights and trade names that are used in or are a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

9) PYRO agrees to furnish insurance coverage in connection with the Display only, for the following risks and amounts: bodily injury and property damage, including products liability FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of PYRO in performing the Display provided for in this Agreement. Such insurance afforded by PYRO shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold PYRO harmless from all claims and suits made against PYRO for bodily injury or property damage arising from A) and B) of this Paragraph.

10) If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

11) In the event PYRO breaches this agreement, or is otherwise negligent in performing the fireworks display provided for herein, PURCHASER shall, under no circumstances, be entitled to recover monetary damages from PYRO beyond the amount PURCHASER agreed to pay PYRO under this Agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from PYRO including, without limitation, for loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded to Paragraph 9 above.

12) It is agreed, nothing in this Agreement or in PYRO's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and PYRO. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.


13) This Agreement shall be governed and interpreted under the laws of the State of California. It is further agreed that the courts of the State of California shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or performance of the display provided for herein. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action.

14) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P. O. Box 2329, Rialto, California 92377. PURCHASER - City of Lodi: 221 West Pine Street, Lodi, CA 95240 - July 4, 2007 - Program "B"

15) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

16) If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

 \_\_\_\_\_, Title PRESIDENT  
JAMES R. SOUZA  
PYRO SPECTACULARS, INC.

\_\_\_\_\_, Title \_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PRINT NAME

**X** \_\_\_\_\_ **Initial Here**

- Purchaser is responsible for payment of fire department permit and standby fees, if applicable.
- Purchaser to provide firing site, communication, and security.
- Price firm through May 4, 2007.
- Price includes full electronic firing.
- Subject to execution of term addendum. (3 year Agreement)

Show Producer: Steve Souza